

**SEALED BID  
REQUEST FOR PROPOSAL  
for**

**Vermont.gov Web Portal**

**State REQUEST FOR QUOTE NUMBER:  
(Project PlanIT ID#: )**

**Expected RFP Schedule Summary:**

DATE POSTED:

DATE PROPOSALS ARE DUE: 6/7/06, 10:00 AM

LOCATION OF BID OPENING:

***PLEASE BE ADVISED THAT ALL NOTIFICATIONS, RELEASES AND AMENDMENTS  
WILL BE POSTED AT [WWW.BGS.STATE.VT.US/PCA/BIDS](http://WWW.BGS.STATE.VT.US/PCA/BIDS). THE STATE WILL MAKE NO  
ATTEMPT TO CONTACT VENDORS WITH UPDATED INFORMATION. IT WILL BE THE  
RESPONSIBILITY OF EACH VENDOR TO PERIODICALLY CHECK THIS SITE FOR THE  
LATEST DETAILS.***

**PURCHASING AGENT:  
TELEPHONE:  
E-MAIL:  
FAX:**

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[Nicholas.Glouchevitch@state.vt.us](mailto:Nicholas.Glouchevitch@state.vt.us)  
(802) 828-2222**

**REQUEST FOR PROPOSAL**  
**\*(TITLE)**

**This form must be completed and submitted as part of the response for the proposal to be considered valid.**

The undersigned agrees to furnish the products or services listed at the prices quoted and, unless otherwise stated by the vendor, the Terms of Sales are Net 30 days from receipt of service or invoice, whichever is later. Percentage discounts may be offered for prompt payments of invoices; however, such discounts must be in effect for a period of 30 days or more in order to be considered in making awards.

**VERMONT TAX CERTIFICATE AND INSURANCE CERTIFICATE**

To meet the requirements of Vermont Statute 32 V.S.A. subsection 3113, by law, no agency of the State may enter into extend or renew any contract for the provision of goods, services or real estate space with any person unless such person first certifies, under the pains and penalties of perjury, that he or she is in good standing with the Department of Taxes. A person is in good standing if no taxes are due, if the liability for any tax that may be due is on appeal, or if the person is in compliance with a payment plan approved by the Commissioner of Taxes, 32 V.S.A. subsection 3113. In signing this bid, the bidder certifies under the pains and penalties of perjury that the company/individual is in good standing with respect to, or in full compliance with a plan to pay, any and all taxes due to the State of Vermont as of the date this statement is made.

Bidder further certifies that the company/individual is in compliance with the State's insurance requirements as detailed in section 21 of the Purchasing and Contract Administration Terms and Conditions. All necessary certificates must be received prior to issuance of Purchase Order. If the certificate of insurance is not received by the Division of Purchasing and Contract Administration within five (5) days, the State of Vermont reserves the right to select another vendor. Please reference this RFQ# when submitting the certificate of insurance.

Insurance Certificate: Attached \_\_\_\_\_ Will provide upon notification of award: \_\_ (within 5 days)

Delivery Offered \_\_\_\_\_ Days After Notice of Award

Terms of Sale \_\_\_\_\_

Quotation Valid for \_\_\_\_\_ Days \_\_\_\_\_

Date: \_\_\_\_\_

Name of Company: \_\_\_\_\_

Telephone Number: \_\_\_\_\_

Fed ID or SS Number: \_\_\_\_\_

Fax Number: \_\_\_\_\_

By: \_\_\_\_\_  
Signature (Bid Not Valid Unless Signed)

Name: \_\_\_\_\_  
(Type or Print)

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**This is not an order.** All returned quotes and related documents must be identified with our request for quote number.

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## **1. Overview and General Information**

### **1.1 Scope**

The Vermont CIO's Office seeks proposals from qualified contractors to supply a Web Portal Solution for the state. The CIO's Office seeks competitive bids from qualified vendors with a history of successful deployment of enterprise Internet solutions. The system must support a decentralized content management philosophy. The system must be scalable with a "design once, use many" infrastructure. The system must be based on a self-funded model, where convenience fees completely cover the cost of development and maintenance for a self supporting Web site. The system must allow users to log in once and access services across the enterprise with out needing to reenter personal information.

### **1.2 Background**

A statewide web portal is a website that provides a suite of commonly used features and services and can be thought of as a gateway to State agencies and programs. A portal seeks to maximize a citizen-to-government (C2G) exchange, enabling one-stop customer services via the web. Currently the various agencies and departments within the State of Vermont support and maintain over 200 different websites. These websites are department, divisional, and sometimes service specific in their scope and presentation. The development of a Vermont Web Portal seeks to improve this situation by creating a focus for user interactions with the State. In this way the State can provide a consistent user interface that is easily recognizable, secure, and more operationally efficient.

### **1.3 Project Vision**

The Vermont Web presence has been rated as among the least efficient of all the fifty states. It is the goal of this project to improve this rating so that the state is among the top 25 states. The Vermont Web Portal will allow for the distribution of generic services across State government, such as licensing, directory services, and research. The portal must benefit Vermont citizens and all branches of state government (executive, judicial, legislative), other elected officials (e.g. Attorney General, Secretary of State, Lt. Governor), and government's community partners (eg., regional planning commissions, local human services agencies, local government).

- The system created to fulfill this RFP will have a defined set of features developed for the initial launch. The system, however must be capable of housing all Web content for the state.
- The system must include portal software which would be developed for ultimate flexibility in providing web based interfaces to agency applications, interfacing via "feeds" to legacy systems.
- The system must be based on a self funded model where user fees support all

- hosting and development of the entire system.
- It must include a detailed reporting feature to track fees collected (both statutory fees and portal fees).
- The system must include a common payment system, which is designed to distribute revenue from online transactions back to state agencies and to interface with the financial accounting system.
- The system must allow the owners of content to have direct access to their content for editing and the publishing of new content. It must also have the facility to automate an approval process for such changes. This process must be customizable for individual circumstances.
- The system must allow for access based on security settings defining various roles including site management, webmaster, editor, author, etc. This system must have the capacity to define new roles as needed.
- The system must allow the upload of various file types for posting online including pictures, PDF files, Word files, Excel files and compressed video files.
- The system must include the ability to easily locate and reuse previously entered content across the enterprise.
- The system must include a state of the art search feature available from every page.
- The system must include a tool for monitoring use of the content by external users with a granularity of a single Web page. This tool must include customizable reports.
- The system must be hosted in a location that provides physical security for the hardware supporting the site. The site must be supported with back-up electrical services and server fail-over to support a 99.9% up time.
- The system must include security and privacy measures that provide user confidence that privacy is preserved and transactions are conducted in a secure environment.

#### **1.4 Work Flow**

The work flow of the system will have several parts. The first will be the high level site management. The second will be development. The third will be content management. The fourth will be user support.

#### **1.5 Schedule**

The table below presents the Department's *expected* schedule for this RFP and contracting process. Please note that the Department may change this schedule at any point.

RFP Published	5/12/06
Questions Due	5/24/06 – COB
Answers to Questions Posted	5/30/06
Proposal Due (see section below for detailed instructions on Proposal Format and submission instructions)	6/7/06
Finalist Selection	7/10/06
Finalist Demonstrations*	7/14 - 7/19/06
Contractor Selection Notification	7/21/06
Contract Negotiation Period	7/24 – 9/8/06
Estimated Start work date	9/15/06
Project Completion	1/1/08

### **1.6 Defining the Contract Period**

Contracts arising from this request for proposal will be for a period of approximately four years. There will be an option to renew for an additional three years. The project is estimated to start work as defined in Schedule above.

The preliminary project plan included in the vendor's proposal can assume the proposed start date will be according to the chart above. The CIO's office requires that the portal system be implemented according to Schedule above. At a minimum, the System must be warranted against deficiencies in functionality (as defined in the approved design specification) and defects in operation for a period of one year from the date of System acceptance.

The CIO's Office expects the vendor to provide the development, test, and production environment (hardware, software, support tools) at the vendor's site, as well as, at a minimum three year of post-implementation support and hosting services at the vendor's site. The vendor will be expected to provide the vendor's programmers with workstations and connectivity. The CIO's Office assumes that all users of the system will only need Internet connectivity and a browser to use any feature of the system including content management for any system the vendor develops, supports, and hosts. The CIO's Office will provide workstations to its users. The system should not be platform or browser specific.

*The vendor's proposal must include a detailed chart listing the make/model/version or technical description of all proposed hardware, software, and communications to develop, test, implement and support the system. This "Infrastructure Detail" chart must clearly indicate define any components the vendor will purchase for this project.*

The CIO's Office reserves the right to act as purchasing agent for any hardware and/or software, according to the vendor's specification, if the CIO's Office can procure these items through its contracts at a cheaper cost and within the vendor's proposed timeframe. All hardware and software provided to the vendor by the CIO's Office must be accounted for and returned to the CIO's Office at the end of the contract.

### **1.7 Single Point of Contact**

All communications concerning this RFP are to be addressed in writing to the attention of: Nick Glouchevitch, Purchasing Agent, State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. Nick Glouchevitch, Purchasing Agent is the sole contact for this proposal. Attempts by bidders to contact any other party could result in the rejection of their proposal.

### **1.8 Question and Answer Period**

Any vendor requiring clarification of any section of this proposal or wishing to comment or take exception to any requirements or other portion of the RFP must submit specific questions in writing according to Schedule listed above. Questions may be e-mailed to [nicholas.glouchevitch@state.vt.us](mailto:nicholas.glouchevitch@state.vt.us), faxed to (802) 828-2222 or sent through the mail to: Nick Glouchevitch, Purchasing Agent, Vermont Purchasing and Contract Administration Division, 1078 US Route 2, Middlesex, Drawer 33, Montpelier, VT 05633-7601. Any objection to the RFP or to any provision of the RFP, that is not raised in writing on or before the last day of the question period is waived. At the close of the question period a copy of all questions or comments and the State's responses will be posted on the State's web site [www.bgs.state.vt.us/pca/bids](http://www.bgs.state.vt.us/pca/bids). Every effort will be made to have these available soon after the question period ends, contingent on the number and complexity of the questions.

### **1.9 Finalist Presentations**

As part of the evaluation of proposals, the State may, at its option, require prospective vendors to make presentations based on their solution. On site presentations will be in Montpelier, Vermont. There will be no cost to the State for finalist presentations.

## **2 Project Information**

### **2.1 Project Management**

The vendor will be responsible to the Director of Web Services, Harry Bell, who has overall responsibility for the project schedule and adherence to contract provisions. The vendor must meet with the Project Manager and other state staff as needed to develop requirements, architecture, and implementation plans. The vendor must abide by all state standards and protocols as defined by the Project Manager. The vendor will be required to coordinate all efforts with existing CIO staff.

The vendor must develop a detailed "baseline" project plan and schedule within 14 days of start of work (approximately one month after contract signing). The state must approve this baseline plan. Updates to this project plan must be submitted, at least twice a month, with the weekly Status Report described below. Project Plans must be submitted and updated using MS Project 2003.

The vendor must have a Project Status Meeting weekly, or more frequently as needed, with the Web Services Director or his delegate. The vendor must provide weekly, written status reports to the Web Services Director. This Status Report will include: all tasks accomplished, incomplete, or behind schedule in the previous two weeks (with reasons given for those behind schedule); all tasks planned for the coming week, an outline of the current status of tasks (e.g., % completed, completed, resources assigned to tasks, etc) and the status of any corrective actions. Project Status Reports will be copied to the State's Project Management Office.

In addition, the contractor's project manager will help plan for, and attend, Management Steering Committee meetings composed of both senior department and CIO staff. The timing of these meetings will be determined at the beginning of the project. The contractor will develop a short presentation for the Steering Committee including but not limited to: the current status of the project's technical progress and contractual obligations, achievements to date, risk management activities, unresolved issues, action items, problems, contractor working relationships, and installation and maintenance results where applicable. Minutes from each Steering Committee meeting will be prepared by the vendor and delivered to the State's Project Manager within 10 working days after the Steering Committee meeting.

In the response to this RFP, using the following as a guide, bidders must include a chart describing major activities, the number of hours required by the vendor and CIO staff to complete each activity, and the timeframe. Please break down estimates by staff type, e.g., Project Manager, Functional Manager, Functional Analyst, Technical Manager, Programmer, DBA, Trainer.

<b>Activity # (see Section 3.4)</b>	<b>Hours - Vendor</b>	<b>Hours - State Staff by Staff Type</b>	<b>Timeframe (approx Start/Stop dates)</b>
1. Business Plan			
2. Security Plan			
3. System Development			
4. User Interface			
5. Customer Support System			
6. Reporting			
7. Launch			
8. Post Launch Development			

## **2.2 Method of Award**

### **2.2.1 Contract Award**

Awards will be made under the provisions of VSA Title 29 Chapter 49 § 903. The CIO's Office may award one or more contracts and reserves the right to make additional awards to the same vendor or other vendors who submitted proposals at any time during the first year of the contract if such award is deemed to be in the best interest of the state.

### **2.2.1 Evaluation Criteria**

A CIO review team will evaluate proposals based on the criteria listed below in approximate order of importance.

<b>EVALUATION FACTORS</b>	<b>POINTS</b>
1. Best fit for all requirements	30
2. Scalability of system to support entire enterprise	25
3. Ease of use by non-technical staff	20
4. Security and role enforcement	25
5. Server Security and guaranteed up-time	20
6. Plan to implement accident reporting sub-system	20
7. Quality of responses to RFP (readability of proposal, fit of system to state needs, understanding of project, deliverables, and timeline)	20
8. Quality of references given (demonstrating experience in forensic software development and support/hosting of client applications)	10
9. Response of references (Vendor is responsive, quality product, ability to complete projects on-time)	10
10. Demonstration (if applicable)	20

The CIO's Office reserves the right to reject any and all bids or any part thereof and/or not proceed with any proposal. The CIO's Office is not obligated to proceed beyond issuing this RFP.

### **2.3 Contract Negotiation**

Upon completion of the evaluation process, the CIO's Office may select one or more bidders with which to negotiate a contract, based on the evaluation findings and other criteria deemed relevant for ensuring that the decision made is in the best interest of the state. In the event the CIO's Office is successful in negotiating with the bidder, the CIO's Office will issue a notice of award. In the event the CIO's Office is not successful in negotiating a contract with a selected bidder, the CIO's Office reserves the option of negotiating with another bidder.

### **2.4 Contract Terms**

The selected vendor will sign a contract with the CIO's Office to provide the items named in their responses. This RFP is for a self-funded Web portal. The vendor should therefore include a list of costs and how these costs will be covered by the fees generated. Minimum support levels, as well as terms and conditions from this RFP and the vendor's response will become part of the contract. This contract will be subject to review throughout its term. The CIO's Office will consider cancellation upon discovery that a vendor is in violation of any portion of the agreement, including an inability by the vendor to provide the products, support and/or service offered in their response. The CIO's Office reserves the right to purchase hardware or software recommended in the vendor proposal from any state contract in force.

### **2.5 Pricing**

This project is conceptualized as a self-funded endeavor. Therefore, there will be no pricing for individual activities. Instead this section should be accompanied by proposed costs to the vendor that will be recovered by them through transaction fees. The vendor should also include in the response a high level overview of how these expenses will be offset.

Each Activity area is defined in section 3.2. Each Activity has one or more Deliverables defined for the Activity (please add the Deliverable numbers to the remaining Activities in the vendor's proposal.)

Activity Area (see Section 3.4) &&&	Proposed Delivery Date by Deliverable (can be a date range)	Cost to Vendor
1. Business Plan Deliv 1.1 Deliv 1.2 Deliv 1.3		\$
2. Security Plan Deliv 2.1 Deliv 2.2 Deliv 2.3 Deliv 2.4		\$
3. Systems Development Deliv 3.1 Deliv 3.2 Deliv 3.3 Deliv 3.4 Deliv 3.5 Deliv 3.6 Deliv 3.7 Deliv 3.8		\$
4. User Interface Deliv 4.1 Deliv 4.2 Deliv 4.3 Deliv 4.4 Deliv 4.5 Deliv 4.6		\$
5. Customer Support System Deliv 5.1 Deliv 5.2 Deliv 5.3		\$

6. Reporting Deliv 6.1 Deliv 6.2 Deliv 6.3 Deliv 6.4		\$
7. Launch Deliv 7.1 Deliv 7.2 Deliv 7.3 Deliv 7.4		\$
8. Post Launch Development Deliv 8.1		\$
<b>TOTAL Project Time</b> (Design, Develop and Implement system)		\$

## **2.6 Invoicing**

As this project will be self funded there will be no need for invoicing. In the place of invoicing the vendor will provide a weekly report of costs/revenue.

### **3 Scope of Work**

#### **3.1 Background**

The purpose of this RFP is to solicit proposals to design, build, and implement The Vermont Web Portal.

The basic components are:

##### **3.1.1 Functional Architecture.**

3.1.1.1 The architecture of the "portal" must include a web based user interface, which reflects the concept of an integrated online government information and services center. The design will facilitate locating government information and services, without regard to the organization of government.

3.1.1.2 The "portal" will serve as a front-end to all state Web services. The portal will conform to all state Web policies.

3.1.1.3 The vendor must work with agencies to design and implement access to new information and transaction based services.

3.1.1.4 The user interface must be consistent across all services. Search engines should integrate across all services and must provide for natural language "keyword" searches.

3.1.1.5 The system will allow the owners of content to have direct access to their Web pages for editing and the publishing of new content. It will also have the facility to automate an approval process for such changes. This process must be customizable for individual circumstances.

3.1.1.6 The system will include the ability to easily locate and reuse previously entered content across the enterprise.

3.1.1.7 Navigational controls will conform to generally accepted functionality as seen on Internet sites in general.

3.1.1.8 The system must include design features that make it simple to add new applications and the capacity to extend to eventually include all state Web systems.

3.1.1.9 The system will include portal software developed to provide web based interfaces to agency applications, interfacing via "feeds" to legacy systems.

3.1.1.10 The design must accommodate a common payment system, which is designed to distribute revenue from online transactions back to individual state agencies and must interface with the financial accounting system.

3.1.1.11 The system will include a tool for monitoring use of the content by external users with a granularity of a single Web page. This tool will include customizable reports.

##### **3.1.2 Security, Privacy and Authentication.**

The system must:

3.1.2.1 Be hosted in a location that provides physical security for the hardware supporting

the site. The site must be supported with back-up electrical services and server fail-over to support a 99.9% up time.

3.1.2.2 The system must include security, authentication and privacy measures that provide user confidence that privacy is preserved and transactions are conducted in a secure environment.

3.1.2.3 Allow for access based on security settings defining various roles including site management, web master, editor, author, user, etc. This system must have the capacity to define new roles as needed..

3.1.2.4 Provide for a secure payment processing system as described in section 3.4.

3.1.2.5 Provide for the privacy and/or confidentiality of data that is designated as being sensitive by the participating agency.

3.1.2.6 Provide for the privacy of the visitor to the site. Vendor will be required to work with the State to post a privacy policy for the portal.

3.1.2.7 Provide for encryption, certificates, digital signatures and/or any other technologies to protect sensitive data and processes.

### 3.1.3 Data and Application Management.

3.1.3.1 The State must retain ownership of all data at all times; the state must retain the ownership of all data, hardware and software, including source code, when the contract is terminated, for any valid reason such as contract expiration or violation of contract terms.

3.1.3.2 Vendor must provide for management of data and definition of interfaces to and from agency applications.

3.1.3.3 Vendor will be required to create a system that is not browser or platform specific.

3.1.3.4 Vendor will be required to create, document, and test backup, site restoration, and disaster recovery procedures.

3.1.3.5 Vendor will be required to provide, with the state's approval, the hardware and software platform required for the proposed solution; communications links to state servers will be part of the platform. Interoperability using the State's information technology standards is critical.

3.1.3.6 Vendor must provide a plan for expansion of the platform to accommodate growth in data and applications.

3.1.3.7 Vendor must incorporate the business critical online applications already in use into the portal system. These include: Department of Motor Vehicle's DMV Express systems (web/phone/kiosks), VT Pay and VT BizFile tax portals, VT Courts Online, and the Campground Reservation system.

### 3.1.4 Common Payment System.

3.1.4.1 The system must support online real time payments through credit cards and ACH debits through a common payment system. The State Treasurer's Office has the responsibility for interfaces to all banking institutions and will be essential in designing the flow of financial activity.

3.1.4.2 The vendor must design the system in such a way that it captures sufficient information to allocate revenue back to particular agency accounts and to provide a feed

to the State Financial Management Information System.

#### 3.1.5 Customer Service.

3.1.5.1 The vendor must provide customer support and customer relations management in the following areas:

1. Development support for state staff migrating applications into the system.
2. Training for state staff in use of interface
3. Reference materials
4. Help menus.

#### 3.1.6 Business Model.

3.6.1 Venders must submit a business plan that specifies costs to be incurred and a plan to recover those costs via the self funded model.

3.6.2 Vendors must specify the staffing of any proposed development project and ongoing operational support.

3.6.3 Vendors must work with the CIO's Office to create a statement of understanding describing the process for the creation of additional applications and the setting of any associated fees.

#### 3.1.7 Initial application - Accident Reporting

3.1.7.1 The initial application developed for the Vermont Web Portal will be a system to report Vermont accident reports to the insurance industry. Fees generated from this initial application will provide the funding for its development and for the development and maintenance of the portal.

3.1.7.2 Vendors must submit a plan to develop requirements for this application and be prepared to develop this application as a first step in the creation of the overall system.

3.1.7.3 The state will cooperate in the development of requirements and in the various interfaces with existing technology that this will require.

3.7.4 The infrastructure developed to support this system should be developed in such a way that it will be available for future applications (fee collection, accounting, security, etc.)

### 3.2 Required Project Activities and Deliverables

This section details the major Project Activity areas and Deliverables for this project. The vendor's proposal must address each area below using the following Activity Number and Deliverable Number. The vendor's proposal must clearly identify and explain the approach to successfully accomplishing each Activity and Deliverable requirement. The Activities and Deliverables listed below are the minimum required; the vendor may include others. The vendor's proposal must clearly define what tasks the vendor expects the state to do during each Activity. Note that all rows in the grids required in sections 2.1 and 2.5 should always reference the Activity number, unless the vendor references other Activities that are proposed.

The order is not necessarily significant; the vendor's project plan can propose to accomplish the activities in the order the vendor think is most efficient. This proposal must address the following areas:

1. Business Plan

The vendor will create a business plan that includes the following:

- a. Costs to be incurred and a plan to recover those costs via the self funded model.
- b. Staffing of any proposed development project and ongoing operational support.
- c. The process for the creation of additional applications and the setting of any associated fees in cooperation with the CIO's Office.
- d. A reporting process for all portal related projects and ongoing operations.

2. System Architecture

The vendor will design a "portal" system that includes detail of the hardware architecture to support the portal. The vendor will also create a design that will include software and data management components.

- a. Vendor will be required to provide, with the state's approval, the hardware and software platform required for the proposed solution; communications links to state servers will be part of the platform.
- b. The hardware architecture will be capable of serving as a front-end to all state Web services.
- c. Vendor must provide a plan for expansion of the platform to accommodate growth in data and applications.
- d. The design must accommodate a common payment system, which is designed to distribute revenue from online transactions back to individual state agencies and must interface with the financial accounting system.
- e. The system will include portal software developed to provide web based interfaces to agency applications, interfacing via "feeds" to legacy systems.
- f. The system must include design features that make it simple to add new applications and the capacity to extend to eventually include all state Web systems.
- g. Vendor must incorporate the business critical online applications already in use into the portal system. These include: Department of Motor Vehicle's DMV Express systems (web/phone/kiosks), VT Pay and VT BizFile tax portals, VT Courts Online, and the Campground Reservation system.Chain of Custody

3. Security (to include physical security, transmission security and security of stored data)

The vendor will present a security plan for the system. This plan will define:

- a. The method by which the physical location of the system will provide physical security for the hardware supporting the site. As a part of this requirement the vendor will specify details on how the site will support a 99.9% up time. The security plan must include security, authentication and privacy measures that

provide user confidence that privacy is preserved and transactions are conducted in a secure environment.

- b. A disaster recovery plan for the physical site and equipment where the system will be housed.
- c. A privacy policy for the portal in cooperation with the state.
- d. Methods by which access based on security settings defining various roles including site management, web master, editor, author, user, etc will be achieved.
- e. A system to provide for a secure payment processing sub-system as described in section 3.4.
- f. The privacy and/or confidentiality of data that is designated as being sensitive by the participating agency.
- g. Ways to assure the privacy of the visitor to the site.
- h. Plans to use encryption, certificates, digital signatures and/or any other technologies to protect sensitive data and processes.

#### 4. User Interface

The vendor will design a user interface (UI) for the portal system that meets the following criteria:

- a. The UI will conform to all state Web policies.
- b. The UI must reflect the concept of an integrated online government information and services center. The design will facilitate locating government information and services, without regard to the organization of government.
- c. Vendor will be required to create a UI that is not browser or platform specific.
- d. The UI will support all levels of user (administration, author, editor, management, external user, etc.)
- e. The UI must be consistent across all services.
- f. Search engines should integrate across all services and must provide for natural language "keyword" searches.
- g. The UI will allow the owners of content to have direct access to their Web pages for editing and the publishing of new content.
- h. The UI will include the ability to easily locate and reuse previously entered content across the enterprise.
- i. The UI will have the facility to automate an approval process for such changes. This process must be customizable for individual circumstances.
- j. Navigational controls will conform to generally accepted functionality as seen on Internet sites in general.
- k. The system will include a tool for monitoring use of the content by external users with a granularity of a single Web page. This tool will include customizable reports.

#### 5. Common Payment System.

The vendor will create a common payment system that meets the following criteria:

- a. The system must support online real time payments through credit cards and ACH debits. The State Treasurer's Office will have the responsibility for

interfaces to all banking institutions and will act as a partner in developing this system

- b. The vendor must design the system in such a way that it captures sufficient information to allocate revenue back to particular agency accounts and to provide a feed to the State Financial Management Information System.
- c. The system must provide a reporting function for each transaction type as well as aggregate reports of all transactions.
- d. The system must meet or exceed state security standards.

6. Accident Reporting Application

The vendor will develop an application to provide state automobile records to the Insurance Industry. This application will include:

- a. Cooperation with the state in the development of requirements and in accommodating the various interfaces with existing technology that this will require.
- b. Infrastructure developed in such a way that it will be available for future applications (fee collection, accounting, security, etc.)
- c. A finished application that meets all of the requirements determined in a.

7. Customer Support

The vendor must create an infrastructure to provide customer support and customer relations management to state staff members in the following areas:

- a. Development support for state staff migrating applications into the system.
- b. Training for state staff in use of interface
- c. Reference materials
- d. Help menus

8. Testing

The system defined in this RFP will require several independent but interrelated development streams. As each of these streams progress they will be subject to the same testing requirements. These will consist of:

- a. Sub system testing as they are deployed
- b. Software testing before deployment
- c. Integration testing as new components are deployed
- d. User testing
- e. System acceptance testing proceeding from a test plan
- f. Vendor will be required to create, document, and test backup, site restoration, and disaster recovery procedures.

9. Reporting

The system of online applications that will result from this RFP must have a reporting mechanism that allows business unit and executive level managers to receive timely and accurate reports on online transactions and site usage. This facility will need to produce:

- a. Business unit reporting providing information on individual applications.
- b. Aggregate reporting providing information on the totality of the state's online transactions.

- c. Usage reports for content owners
- d. All reports will be available on a regular basis as decided by the owner of each application and the needs of executive staff.

If the vendor should choose not to address a certain Activity or Deliverable, the vendor's proposal must clearly explain why and what the vendor proposes as an alternative. These exceptions and explanations for them must be listed in a separate section of the proposal entitled Exceptions. The state is also interested in any additional features, not specifically mentioned here in this RFP, that the vendor's software may have to make it more attractive.

### **3.2.1 Activity 1: Business Plan**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 1:

Create a business plan that:

- Projects costs to be incurred and a method for recovering those costs via the self funded model.
- Describes proposed staffing levels and a plan to increase staffing as needed.
- A process for interfacing with the state.
- A reporting process.

This activity is envisioned to take approximately one month.

Deliverable 1.1: Basic assumptions and needs (with state personnel)

Deliverable 1.2: Draft Business Plan (with state review)

Deliverable 1.3: Final Business Plan

### **3.2.2 Activity 2: Security Plan**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 2:

- Gather security requirements from state stakeholders.
- Create a security plan for all electronic communications that will be required of the system.

This activity is envisioned to take approximately one month and to be done concurrently with Activity 3.

Deliverable 2.1: Requirements gathering (including physical, transmission, and storage security as well as privacy protection)

Deliverable 2.2: Draft Security Plan (with state review)

Deliverable 2.3: Final Security Plan

Deliverable 2.4: Incorporate Security Plan into design in Activity 3

### **3.2.3 Activity 3: Systems Development**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 3:

- Create a system design that meets all requirements in section 3.1 of this RFP and fulfills the security plan in Activity 2.
- Select hardware to support the system described in this RFP contingent on the state's approval.
- Select software to support the required functionality of the system contingent on the state's approval.
- Create a hosting environment based on the selected hardware that is capable of supporting the system described in this RFP including all aspects of interoperability with state systems.
- Incorporate the existing Web applications of the state into this system.

Deliverable 3.1: Discover requirements for system (with state)

Deliverable 3.2: Create system design (Incorporating existing Web applications)

Deliverable 3.3: Presentation of final system design to state (with state review)

Deliverable 3.4: Select and purchase hardware

Deliverable 3.5: Select and purchase software (Including software described in Activity 4)

Deliverable 3.6: Implement hosting environment (Incorporating existing Web applications)

Deliverable 3.7: Create testing plan

Deliverable 3.8: Acceptance testing from test plan

This activity is envisioned to take approximately six months.

### **3.2.4 Activity 4: User Interface**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 4:

- Select content management software in conjunction with Activity 3.
- Implement a system (defined in Activity 3) to support all state Web content.
- Create a user interface for the portal system that incorporates all requirements from section 3.2, item 4 in this RFP.

Deliverables 4.1 and 4.2 should be concurrent with Activity 3. Other deliverables in this section are dependant on Activity 3 and will take approximately 3 months after the completion of that activity.

Deliverable 4.1: Design look and feel of external user interface (with Chief Marketing Officer)

Deliverable 4.2: Design interface for use by authors, editors, administrators, and managers based on technical requirements

Deliverable 4.3: Implement interface designs with content management system.

Deliverable 4.4: Create test plan

Deliverable 4.5: Acceptance test of interface from test plan

Deliverable 4.6: Perform user testing

### **3.2.5 Activity 5: Customer Support System**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 5:

- Develop a plan to provide internal customer support for state employees managing Web content on the Web portal system. This plan will include:
  - Training materials for state staff in use of the interface.
  - Reference materials that completely document the interface.
  - Content relevant help menus within the interface.
- Implement the customer support system in coordination with Activity 4.
- Provide training and reference materials as users come online.

Deliverable 5.1 will be concurrent with Activities 1 and 2. Deliverable 5.2 will be done in coordination with Activity 4. Deliverable 5.3 will be done after Activity 4 is complete.

Deliverable 5.1: Develop Customer Service Plan.

Deliverable 5.2: Implement help menus in coordination with Activity 4.

Deliverable 5.3: Implement customer support plan when users begin to interface with the system

### **3.2.6 Activity 6: Reporting**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 6:

- Discovery of requirements (with state cooperation)
- Selection/creation of reporting tool(s)
- Deployment of reporting tool(s)
- Testing

Deliverables 6.1 to 6.2 will be concurrent with Activity 2. Deliverable 3 will be done in coordination with Activity 4.

Deliverable 6.1: Requirements report

Deliverable 6.2: Selection/development of reporting tool(s)

Deliverable 6.3: Deployment of reporting tool(s) (in coordination with Activity 4)

Deliverable 6.4: Testing of reporting tool(s)

### **3.2.7 Activity 7: Launch**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 7:

- Acceptance testing of all components and sub-systems including load testing
- Coordination with state marketing efforts to publicize launch
- Launch the State Web Portal

Deliverable 7.1 and 7.2 are expected to take a month. Deliverable 7.3 is expected to take two weeks. Deliverable 7.4 is expected to take one month.

Deliverable 7.1: Final testing of the complete system

Deliverable 7.2: Create marketing to publicize launch (in coordination with the Chief Marketing Officer)

Deliverable 7.3: Prepare and launch State Web Portal

Deliverable 7.4: Post launch report

### **3.2.8 Activity 8: Post Launch Development**

The state believes the vendor will be responsible for, at a minimum, the following tasks that will be part of Activity 8:

- The vendor must commit staff to supporting the system once it is live.
- The vendor must commit staff to the further development of the Vermont.gov Web Portal on an on-going basis.
- The vendor must accept requests for future development and assist state staff in planning and implementing new Web applications.
- The vendor's staff must take the initiative in introducing new services that the state could be providing electronically.
- The vendor will promote the use of the site by state agencies and departments and assist in any migration of content to the portal from pre-existing state sites.

This activity will be ongoing but extend at least three years after Activity 7.

Deliverable 8.1: This deliverable will be further described in an agreement to be written at a later date.

## **4 General State of Vermont Requirements**

### **4.1 Ownership of Work Product and Intellectual Capital**

The state will have all ownership rights to hardware and software, or modifications thereof, as well as associated documentation designed, developed, or installed (Does not include purchased commercial software). "All data, technical information, materials gathered, originated, developed, prepared, used or obtained in the performance of the contract, including, but not limited to, all reports, surveys, plans, charts, literature, brochures, mailings, recordings (video and/or audio), pictures, drawings, analyses, graphic representations, software computer programs and accompanying documentation and print-outs, notes and memoranda, written procedures and documents, regardless of the state of completion, which are prepared for or are a result of the services required under this contract shall be and remain the property of the state and shall be delivered to the state upon 30 days notice by the state. With respect to software computer programs and/or source codes developed for the state, the work shall be considered "work for hire", i.e., the state, not the contractor or subcontractor, shall have full and complete ownership of all software computer programs and/or source codes developed."

All work products, and deliverables produced under contracts awarded as a result of this bid will be the exclusive property of the state. This includes, but is not limited to, software, documentation, and development materials. A vendor shall not sell a work product or deliverable produced under a contract awarded as a result of bids without explicit permission from the state.

The vendor's response must clearly describe the terms of all licensing considerations, such as an End User License Agreement.

### **4.2 Subcontractors**

Any subcontractors hired by the primary contractor must adhere to the same standards and contract provisions applicable to the primary Contractor. The primary Contractor retains overall responsibility for contract performance.

### **4.3 Delivery**

*If the vendor proposes to order any hardware or software for use on this project:* All equipment pricing is to include F.O.B. delivery to the ordering facility. No request for extra delivery cost will be honored. All equipment shall be delivered ready for immediate use, unless otherwise requested by the state. Liability for product delivery remains with the vendor until delivered and signed for by the state, in accordance with the Division of Purchasing and

Contract Administrations terms and conditions.

#### **4.4 Quality**

*If the vendor propose to order any hardware or software for this project:* All products provided under this agreement will be new and unused, unless otherwise stated. Factory seconds or remanufactured products will not be accepted unless specifically requested by the state. All products provided by the vendor must meet all federal, state and local standards for quality and safety requirements. Products not meeting these standards will be deemed unacceptable and returned to the contractor for credit at no charge to the state.

#### **4.5 Environmentally Preferable Purchasing**

The State of Vermont is a national leader in the development and application of Environmentally Responsible Purchasing and control of Hazardous Material Use. Environmentally Preferable Purchasing means "products and services that have a lesser or reduced effect on human health and the environment when compared with competing products or services that serve the same purpose. This comparison may consider raw material acquisition, production, manufacturing, packaging, distribution, re-use, operation, maintenance, or disposal of the product or service" (Presidential Executive Order 13101; US EPA; generally accepted by industry).

The State of Vermont has established specific goals and objectives aimed at: providing sound environmental stewardship, protection of human health, reducing state operating expenses associated with the use and control of regulated hazardous materials, and reduction of potential liability attributable to environmental impact. Therefore, the following environmental criteria shall be considered for all state purchasing and contracts:

##### **4.5.1 Mercury Content**

Mercury Content: The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02. The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

##### **4.5.2 Take Back Provisions**

Take Back Provisions: It may be preferable to have product or equipment returned to the

provider at the end of its useful life to provide for environmentally conscientious disposal. If the vendor has a take-back program please provide details that include methodology and any costs associated with it. Detail the program by addressing each of the following: date the program is or will be in operation, type of equipment being taken back or proposed to be taken back, volume of equipment being recycled/disposed or proposed, certificates of disposal, disk storage cleaning, take-back charge by type of equipment, and compliance with federal or other regulatory authorities regarding disposal. The State of Vermont reserves the right to request additional information.

#### **4.5.3 Take Back Provisions**

Energy Efficiency (Energy Star): State of Vermont Agencies and Departments are directed to reduce greenhouse gas emissions from state government buildings and operations (Executive Order # 14-03). To improve our energy performance and help the environment by reducing our energy use, purchases shall be made only for reduced energy-consuming devices that meet or exceed the Energy Star or comparable standards established by the U.S. federal government, where possible, without compromising quality or performance. These products use 25 to 50 percent less energy than their traditional counterparts. Reduced energy consumption will result in fewer fossil fuels burned and greenhouse gas emissions reduced, lessening air pollution. Energy efficient products often have an extended product life and decreased maintenance costs, and provide a return on investment due to a reduction in energy costs.

## 5 Vendor Response Content and Format

The format of the vendor's proposal must include, at a minimum the following chapters, numbered as follows:

1. "General Background and Experience" – The general back ground of the company as listed in Section 5.1 below.
2. "Narrative Overview" - A short management summary level description of what the vendor intends to accomplish and the vendor's approach to ensuring a successful implementation in a allotted timeframe.
3. "Previous Web Portal experience" - Explain, in detail, the vendor's experience working with large, diverse organizations and their Web Portal systems, and building, designing, and supporting of these systems.
4. "Key Staff" - List of staff, by staff type (e.g., Project Manager, Lead Technical Analyst, Programmer, DBA, etc) that will perform the Activities. These categories must match those listed in the Grid in Sec 2.1. The vendor must include resumes for each proposed key staff member. The vendor must identify Key staff (note Key Staff requirements described below in Sec 5.2). Detailed explanation of all proposed off-shore work (description of offshore tasks, how many offshore hours, cost of offshore work, and alternative cost of doing the same tasks in the mainland US) must be included. Note: Due to the sensitive nature of the information, the vendor must provide onshore support with US citizen personnel once production data is loaded into the database.
5. "References" - Provide at least three references where the vendor has built similar Web Portal systems within the last 5 years. References must include a description of the project and the technology used. All references must include the name, title, phone number, and email address of the person who can speak to the vendor's work on the project.
6. "Chart of Activities" - as in Table, Sec. 2.1
7. "Initial Plan/Timeline" - As discussed in the Project Management section.
8. "Activities and Deliverables" - Detailed explanation on how the vendor proposes to successfully complete the Activities and Deliverables listed in Section 3.4. If the vendor proposes to not to do something as described (or modify it) the vendor must include the item number and explain why the vendor proposes to delete and/or modify the Activity and/or Deliverable and include in #9 below.
9. "EXCEPTIONS" - You must list all exceptions you have to this RFP (e.g., legal exceptions, technical exceptions, functional exceptions), in one consolidated chapter of your proposal entitled EXCEPTIONS.
10. "Architecture and Tools" - The vendor's proposal must clearly specify the architecture and tools the vendor proposes and why. This chapter must contain the "Infrastructure Detail" chart as described in Section 1.5. Note that the vendor must not include costs

in this chapter (see Chapter 12 below).

11. "Warranty periods" - The vendor must specify exactly what services the vendor proposes to offer during the warranty period. The vendor must also address the state's options for continuing past the warranty/support period.
12. "Timeline expectations" - (Table, Section 2.5). Since this RFP is for a self funded model the response should not include pricing information. Instead this section should only detail the proposed schedule. The response should include a statement outlining how the vendor will fund the project as a whole with the fee system.
13. "Required Forms" - The required Vermont Tax Certificate, Offshore Outsourcing Questionnaire, Use of Recycled Materials or Products Report and Mercury Content Certification Forms.

### **5.1 Background and Experience**

Each bidder must provide the following information about their company so that the state can evaluate the Bidder's stability and ability to support the commitments set forth in response to the RFP. The state may require additional documentation to support and/or clarify requested information.

1. A brief description of the company, including past history, present status, future plans, etc.
2. Company size and organization
3. Disclose any history of defaults, contract terminations, and bankruptcies
4. Describe the most recent systems the vendor has built of a similar nature.

### **5.2 Key Staffing**

Key staff members must be assigned to this contract for the full duration proposed. No Key staff member may be reassigned or otherwise removed early from this project without explicit written permission of the state Project Manager.

The vendor must identify at least 2 "Key" staff members who will remain on this project until completion (of the Implementation activity), unless indicated otherwise in the vendor's proposal. The vendor may propose other staff members as "Key" if desired.

If the vendor prematurely removes a Key staff member from the contract without state approval, for any reason other than described below, the vendor will agree to provide 40 hours of additional services to the state at no charge as a penalty for the early removal of a Key staff member. In addition, the vendor will make every reasonable effort to ensure that the early removal of a Key staff member has no adverse impact on the successful completion of this project. The penalty will not apply in cases where the Key staff member leaves the contractor's employ, becomes unable to perform job duties due to injury or illness, or the

state requests that the Key staff member be replaced. The state must approve, in advance, replacements for Key staff members.

## **6 Submission Instructions**

### **6.1 Submitting Copies**

The vendor must submit 6 (six) hard copies of the proposal. The vendor must submit one hardcopy as an unbound master (suitable for running through a copy machine), with a signed tax certificate and a signed transmittal letter.

The vendor must submit the cost proposal separate from the technical proposal. The vendor's cost proposal must be sealed in an envelope marked "Vermont Web Portal Proposal".

Please note that any and all pages of the vendor's proposal containing confidential and proprietary information must be clearly marked "Proprietary and Confidential." After completion of this bid process, all proposal materials are in the public domain. Proposals may not be marked "Proprietary and Confidential" in their entirety.

The vendor must also submit an electronic copy of the proposal on CD. The vendor must combine individual files so that there are few attached files and they are easy for us to print. The vendor must not submit more than 3 files total. The document(s) may be zipped and may contain MS Office for Windows format files, or .pdf files, for Windows 2000 or above. *Zipped files that contain more than six (6) members will be rejected.* If the vendor includes multiple files, the vendor must clearly specify, in a memo included with the proposal, the order the vendor expects the attached files to be printed/read.

Submissions must be received according to the schedule outlined in Section 1.4. The vendor must clearly identify all packing material as "Vermont Web Portal Proposal.b"

The vendor will submit their proposal to:

Nick Glouchevitch,  
Purchasing Agent  
State of Vermont, Purchasing and Contract Administration Division  
1078 US Route 2 - Middlesex  
Drawer 33  
Montpelier, VT 05633-7601.

#### **6.1.1 Closing Date**

The closing date for the receipt of proposals will be according to the schedule in Section 1.5. Bids must be delivered to: Vermont Purchasing and Contract Administration Division, 1078

US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601 prior to that time. Proposals or unsolicited amendments submitted after that time will not be accepted and will be returned to the vendor.

The bid opening will be held at 1078 US Route 2, Middlesex, VT and is open to the public. Bid amounts will not be disclosed at the bid opening.

## **6.2 Sealed Bid Instructions**

All bids must be sealed and must be addressed to the State of Vermont, Purchasing and Contract Administration Division, 1078 US Route 2 - Middlesex, Drawer 33, Montpelier, VT 05633-7601. BID ENVELOPES MUST BE CLEARLY MARKED 'SEALED BID' AND SHOW THE REQUISITION NUMBER AND/OR PROPOSAL TITLE, OPENING DATE AND NAME OF BIDDER.

All bidders are hereby notified that sealed bids must be in the office of the Vermont Purchasing and Contract Administration Division by the time of the bid opening. Bids not in possession of the Purchasing and Contract Administration Division at the time of the bid opening will not be considered, and returned to the vendor.

Purchasing and Contract Administration Division may, for cause, change the date and/or time of bid openings or issue an addendum. If a change is made, the State will make a reasonable effort to inform all bidders by posting at: [www.bgs.state.vt.us/pca/bids](http://www.bgs.state.vt.us/pca/bids).

All bids will be publicly opened. Any interested party may attend bid openings. Bid results may be requested in writing and are available once an award has been made.

### **6.2.1 Delivery Methods**

U.S. MAIL: Bidders are cautioned that it is their responsibility to originate the mailing of bids in sufficient time to insure receipt by the Purchasing and Contract Administration Division prior to the time of the bid opening.

EXPRESS DELIVERY: If bids are being sent via an express delivery service, be certain that the RFP designation is clearly shown on the outside of the delivery envelope or box.

HAND DELIVERY: Hand carried bids must be delivered to a representative of the Division prior to the bid opening.

ELECTRONIC: Electronic bids will not be accepted.

FAX BIDS: Faxed bids will not be accepted.

## **7 Attachments**

Attachment 1: State Contracting Addendum  
Attachment 2: Offshore Outsourcing Questionnaire  
Attachment 3: Use of Recycled Materials or Products Report  
Attachment 4: Mercury Content Certification Form

## **7.1 Attachment 1 – State Contracting Addendum**

### STANDARD STATE CONTRACT PROVISIONS JUNE 12, 1996

1. Entire Agreement: This contract represents the entire agreement between the parties on the subject matter. All prior agreements, representations, statements, negotiations, and understandings shall have no effect.
2. Applicable Law: This contract will be governed by the laws of the State of Vermont.
3. Appropriations: If this contract extends into more than one fiscal year of the State (July 1 to June 30), and if appropriations are insufficient to support this contract, the State may cancel at the end of the fiscal year, or otherwise upon the expiration of exiting appropriation authority.
4. No Employee Benefits For Contractor: The contractor understands that the State will not provide any individual retirement benefits, group life insurance, group health and dental insurance, vacation or sick leave, workers compensation or other benefits or services available to State employees, nor will the state withhold any state or federal taxes except as required under applicable tax laws, which shall be determined in advance of execution of the contract. The Contractor understands that all tax returns required by the Internal Revenue Code and the State of Vermont, including, but not limited to income, withholding, sales and use, and rooms and meals, must be filed by the contractor, and information as to contract income will be provided by the State of Vermont to the Internal Revenue Service and the Vermont Department of Taxes.
5. Independence, Liability: The Contractor will act in an independent capacity and not as officers or employees of the State. The contractor shall indemnify, defend and hold harmless the State and its officers and employees from liability and any claims, suits, judgments, and damages arising as a result of the Contractor's acts and/or omissions in the performance of this contract.
6. Insurance: Before commencing work on this contract the contractor must provide certificates of insurance to show that the following minimum coverages are in effect. It is the responsibility of the contractor to maintain current certificates of insurance on file with the state through the term of the contract.

Workers Compensation: With respect to all operations performed, the contractor shall carry workers compensation insurance in accordance with the laws of the State of Vermont.

General Liability and Property Damage: With respect to all operations performed under the contract, the contractor shall carry general liability insurance having all major divisions of coverage including, but not limited to:

Premises - Operation  
Independent Contractors' Protective  
Products and completed Operations  
Personal Injury Liability  
Contractual Liability

The Policy shall be of an occurrence form and limits shall not be less than:

\$1,000,000 Per Occurrence  
\$1,000,000 General Aggregate  
\$1,000,000 Products / completed products aggregate  
\$50,000 Fire Legal Liability

Automotive Liability: The contractor shall carry automotive liability insurance covering all motor vehicles, no matter the ownership status, used in connection with the contract. Limits of coverage shall not be less than: \$1,000,000 Combined single limit  
No warranty is made that the coverage and limits listed herein are adequate to cover and protect the interests of the contractor for the contractor's operations. These are solely minimum that have been set to protect the interests of the state.

7. Reliance By the State on Representations: All payments by the State under this contract will be made in reliance upon the accuracy of all prior representations by the contractor, including but not limited to bills, invoices, progress reports and other proofs of work.

8. Records Available for Audit: The Contractor will maintain all books, documents, payroll papers, accounting records and other evidence pertaining to costs incurred under this agreement and make them available at reasonable times during the period of the contract and for three years thereafter for inspection by any authorized representatives of the State or Federal Government. If any litigation, claim, or audit is started before the expiration of the three year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved. The State, by any authorized representative, shall have the right at all reasonable times to inspect or otherwise evaluate the work performed or being performed under this contract.

9. Fair Employment Practices and Americans with Disabilities Act: Contractor agrees to comply with the requirement of Title 21 V.S.A. Chapter 5, Subchapter 6, relating to fair employment practices, to the full extent applicable. Contractor shall also ensure, to the full extent required by the Americans with Disabilities Act of 1990, that qualified individuals with

disabilities receive equitable access to the services, programs, and activities provided by the Contractor under this contract. Contractor further agrees to include this provision in all subcontracts.

10. Set Off: The State may set off any sums which the Contractor owes the State against any sums due the Contractor under this contract; provided, however, that any set off of amounts due the State of Vermont as taxes shall be in accordance with the procedures more specifically provided hereinafter.

11. Taxes Due To The State:

- a. Contractor understands and acknowledges responsibility, if applicable, for compliance with State tax laws, including income tax withholding for employees performing services within the State, payment of use tax on property used within the State, corporate and/or personal income tax on income earned within the State.
- b. Contractor certifies under the pains and penalties of perjury that, as of the date the contract is signed, the Contractor is in good standing with respect to, or in full compliance with, a plan to pay any and all taxes due the State of Vermont.
- c. Contractor understands that final payment under this contract may be withheld if the Commissioner of Taxes determines that the Contractor is not in good standing with respect to or in full compliance with a plan to pay any and all taxes due to the State of Vermont.
- d. Contractor also understands the State may set off taxes (and related penalties, interest and fees) due to the State of Vermont, but only if the Contractor has failed to make an appeal within the time allowed by law, or an appeal has been taken and finally determined and the Contractor has no further legal recourse to contest the amounts due.

12. Child Support: (Applicable if the Contractor is a natural person, not a corporation or partnership.) Contractor states that, as of the date the contract is signed, he/she:

- a. is not under any obligation to pay child support; or
- b. is under such an obligation and is in good standing with respect to that obligation; or
- c. has agreed to a payment plan with the Vermont Office of Child Support Services and is in full compliance with that plan.

Contractor makes this statement with regard to support owed to any and all children residing in Vermont. In addition, if the Contractor is a resident of Vermont, Contractor makes this statement with regard to support owed to any and all children residing in any other state or territory of the United States.

13. Subcontractors: Contractor shall not assign or subcontract the performance of his agreement or any portion thereof to any other contractor without the prior written approval of the State. Contractor also agrees to include all subcontract agreements a tax certification in accordance with paragraph 11 above.

14. No Gifts or Gratuities: Contractor shall not give title or possession of any thing of substantial value (including property, currency, travel and/or education programs) to any officer or employee of the State during the term of this contract.

15. Copies: All written reports prepared under this contract will be printed using both sides of the paper

## **7.2 Attachment 2 – Offshore Outsourcing Questionnaire**

Vendors must indicate whether or not any services are or will be outsourced under the terms of any agreement with the State of Vermont. Indicate N/A if not applicable. This is required by the State of Vermont but cannot be used as an evaluation criterion under Federal Law.

### **Services:**

Proposed Service to be Outsourced	Bid Total or Contract Estimate	Represents what % of total Contract Dollars	Outsourced Dollars	Outsourced Work Location (Country)	Subcontractor

If any or all of the services are or will be outsourced offshore, Vendors are required to provide a cost estimate of what the cost would be to provide the same services onshore and/or in Vermont.

Proposed Service to be Outsourced	Bid Total or Contract Estimate if provided Onshore	Bid Total or Contract Estimate if provided in Vermont	Cost Impact	Onshore Work Location	Subcontractor

Name of Bidder:

Signature of Bidder:

Date:

**7.3 Attachment 3 – Use of Recycled Materials or Products Report**

**USE OF RECYCLED MATERIALS OR PRODUCTS REPORT**

November 1, 2004

The Commissioner, in his/her discretion, may spend up to five percent more for comparable products that are made of recycled materials. If products made of recycled materials are to cost more than five percent more than comparable products, the Commissioner shall receive consent of State entities that are to use the product, before completing the order for the materials in question.

All bidders are to complete the following information in reference to each item being quoted. Additional pages may be used if necessary.

<u>Item #</u> <u>Content</u>	<u>Brand/Manufacturer</u>	<u>% of</u> <u>Recycled Content</u>	<u>% Post-Consumer</u>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

Name of Bidder:\_\_\_\_\_

Signature of Bidder:\_\_\_\_\_

Date:\_\_\_\_\_

**7.4 Attachment 4 – Mercury Content Certification Form**

**MERCURY CONTENT CERTIFICATION FORM**

February 3, 2003

**MERCURY STATEMENT:** The State of Vermont is committed to minimizing the amount of mercury utilized in its operations, and desires to eliminate the purchase of products that contain mercury whenever feasible alternatives exist at a reasonable cost and comparable performance. Where mercury-free alternative products do not exist, preference will be given to the purchase of products with the lowest (documented) total mercury content feasible and products that bear a mercury content warning label as required of product manufacturers under Vermont law, Executive Order #03-02.

The State of Vermont urges suppliers to continue to develop, produce, and bring to market appropriate, cost competitive, and effective mercury-free replacements.

**MERCURY CONTENT CERTIFICATION**

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The undersigned hereby certifies that none of the items quoted in this RFQ/RFP and any contract issued as a result contain mercury except as identified below. Bidders shall also specify the amount of mercury contained in any of the products listed below. Additional pages may be used if necessary.

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<u><b>ITEM</b></u>	<u><b>PART NUMBER</b></u>	<u><b>MERCURY CONTENT</b></u>
1). _____	_____	_____
2). _____	_____	_____
3). _____	_____	_____
4). _____	_____	_____
5). _____	_____	_____

Name of Bidder: \_\_\_\_\_

Signature of Bidder: \_\_\_\_\_

Date: \_\_\_\_\_